

## Sears Holdings Management Corporation

Major Maintenance Agreement  
Sears Holdings Management Corporation and Contractor

**Project Information:** SMART Ticket Number: 9112773 Roof / 9136462 Duct Work  
**Funding Number:** 1404919 Roof / 9136462 Duct Work  
**Description:** Roof Replacement / HVAC Duct Work  
**Facility Type:** Sears (Sears, Kmart, TGI...)  
**Store#:** 1283 **District:** 257  
**City, State:** Braintree, MA  
**Consultant:** Wincon Services, Inc.  
**Sears/Kmart Project Manager:** John Valenti

**Contractor:** **Business Name:** Greenwood Industries, Inc.  
**Fed. Tax ID:** 04-3165907  
**Address:** 640 Lincoln Street  
**City:** Worcester **State:** MA **Zip:** 01605  
**Phone:** 774-243-9618 **Fax:** 508-865-4040  
**email:** nzavras@greenwood-industries.com

**THIS AGREEMENT**, dated September 29, 2017, by and between Greenwood Industries, Inc., a Massachusetts corporation ("Contractor"), and Sears Holdings Management Corporation, on behalf of itself and its affiliates, including but not limited to Sears, Roebuck and Co., a New York corporation, Sears Roebuck de Puerto Rico, Inc., a Delaware corporation, or Sears Operations LLC, a Delaware limited liability company as applicable in the case of work performed at a Sears Facility and Kmart Corporation, a Michigan corporation, or Kmart Operations LLC, a Delaware limited liability company, as applicable in the case of work performed at a Kmart Facility (in either case referred to as "Company") is made for good and sufficient consideration.

1. The date of commencement of the Work is December 21, 2017 ("Date of Commencement"), and the Work shall be satisfactorily and substantially completed by March 21, 2018 ("Date of Substantial Completion"). Final Completion shall be achieved by Contractor no later than 10 days after the Date of Substantial Completion ("Date of Final Completion").
2. Company shall be entitled to liquidated damages in the amount of one thousand five hundred dollars (\$1500.00) per day for each calendar day beyond the Date of Substantial Completion that the work is not Substantially Complete. This liquidated damage amount is a reasonable estimate by the parties of the damages Company will suffer should Contractor delay in completing its work by the Date of Substantial Completion. Such damages include, without limitation, lost revenue, alternative warehousing expenses, or fixturing charges. The parties acknowledge that it would be difficult to calculate Company's actual damages caused by Contractor's delay and agree that the liquidated

## Sears Holdings Management Corporation

damage amount will become due and payable regardless of the type and amount of actual damages suffered by Company.

3. Contractor shall perform the Work as described in Exhibit A attached hereto and as more fully set forth in the Technical Specifications and Drawings incorporated herein and identified by title and date in Exhibit A.
4. Company shall pay the sum of FOUR HUNDRED THIRTY NINE THOUSAND DOLLARS AND 00/100 (\$439,000.00) ("Contract Sum") for the Work. The Contract Sum includes all charges for applicable taxes, freight, licenses, permits and other fees.
5. Contractor shall submit its Applications for Payment in accordance with the terms set forth in the Contract Documents. Contractor agrees to accept payment from either Company or Sears Procurement Services, Inc. ("SPS"), a wholly owned subsidiary of Sears, Roebuck and Co. Any invoices sent directly to SPS will be free of any sales or use tax, provided that SPS has furnished Contractor with the applicable sales tax exemption certificate. Applications for Payment shall be submitted to:

Tim J. Walsdorf  
Wincon Services, Inc.  
POB 232 Mail Drop  
126 Park Avenue Fed EX UPS  
Kiel, WI 53042-0232  
[tim@winconservices.com](mailto:tim@winconservices.com)

6. Contractor shall procure and maintain, subject to the terms of the General Conditions, the types and minimum limits of insurance identified in the General Conditions.
7. Contractor agrees to indemnify and defend Company, the Owner of the Facility, landlord and mortgagee (if any), and their respective affiliates as set forth in the General Conditions.
8. This Agreement comprises the entire and integrated agreement between Company and Contractor and supersedes all prior negotiations, bids, representations, or agreements, either written or oral. Any and all bids, proposals, and purchase orders submitted by the Contractor prior to the execution of this Agreement are not part of the Contract Documents.
9. The General Conditions to this Agreement, revised August, 2015, Technical Specifications and Drawings contained in Part 1 of the Bidding Documents, the Bid Form contained in Part 1 of the Bidding Documents, an executed original of AIA Document A305: Contractor's Qualification Statement," 1986 edition (if required), all exhibits referenced below in Items 14 and 15, and all other existing Contract Documents as defined in the General conditions are incorporated herein by reference.

Sears Holdings Management Corporation

10. Contractor hereby acknowledges receipt of all Contract Documents. Terms used in the Contract Documents are as defined in this Agreement or in the General Conditions to this Agreement.
11. Unless otherwise prohibited by applicable Laws, Contractor and Subcontractors waive all mechanics' lien rights on the Site (as defined in the General Conditions) and against Company.
12. Notices to Company shall be sent to the Company Project Manager, the Company Consultant, and to:

DVP, Facilities Services & Major Maintenance  
Sears Holdings Management Corporation  
3333 Beverly Road, A2-361A  
Hoffman Estates, IL 60179

13. Notices to Contractor shall be sent to the Contractor's project manager for the Project or other higher authority of Contractor.
14. **Attached hereto and incorporated within this Agreement are:**

Scope of Work (Exhibit A)  
Contractor's Schedule of Values (Exhibit B)  
Subcontractor List (Exhibit C)

15. **Incorporated within this Agreement by reference are the following documents, copies of which have been received by Contractor:**

Major Maintenance Bidding Documents Part 1 of 2  
Major Maintenance Bidding Documents 2 of 2

Contractor: Greenwood Industries, Inc.

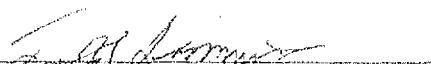
By: 

Printed Name: David S. Klein

Title: President

Date Signed: 11/20/17

Sears Holdings Management Corporation  
on behalf of itself and its Affiliates:

By: 

Printed Name: Todd C. Lemmert

Title: Div. Vice President, Facilities

Date Signed: 12/5/17

Sears Holdings Management Corporation

Exhibit A  
Major Maintenance  
Scope of Work

Store#: 1283 District: 257  
City, State: Braintree, MA

**Brief Description of Project:** Scope of Work described in Major Maintenance Bidding Documents Part 1 of 2, including, but not limited to (*provide brief description of project below*):

Roof Replacement – GAF 45 mil Rhino TOP. Duct work will be listed by the original installing contractor through the installing roofing contractor

|           |              |
|-----------|--------------|
| Roof:     | \$196,125.00 |
| Duct Work | \$ 47,125.00 |
| Labor:    | \$190,000.00 |
| Tax:      | \$ 5,750.00  |
| Total     | \$439,000.00 |

**Alternates:**

Included in the Scope of Work are the following Alternates (if any) as described in Major Maintenance Bidding Documents Part 1 of 2 (*list all applicable Alternates below*):

Alternate No(s): NA

**Addenda:**

Included in the Scope of Work are the following Addenda (if any), copies of which have previously been received by Contractor (*list all applicable Addenda below*):

**Bid Book 1 Revised 9-11-2017; Exhibit A – Addendum 1 Revisions To Scope**

Whenever "Exhibit A" is referred to in the Agreement, it shall include the terms and provisions of all Addenda referenced above.

Technical Specifications and Drawings for this Project were provided as part of the Bidding Documents.

Contractor's signature below indicates Contractor's acknowledgement of receipt of the Technical Specifications and Drawings and Addenda noted above.

Signed:

Print Name: David S. Klein, President

Contractor: Greenwood Industries, Inc.

Date: 11/30/17

## Sears Holdings Management Corporation

**Exhibit B**  
**Major Maintenance**  
**Contractor's Schedule of Values**

Store#: 1283 District: 257  
City, State: Braintree, MA

Signed:

Print Name: David S. Klein, President

Contractor: Greenwood Industries, Inc.

Date: 11/30/17

**CONTINUATION SHEET**

AIA Document G702. APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
 Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retentions for time items may apply.

*AIA DOCUMENT G703*

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APPLICATION NO: 1  
 APPLICATION DATE: 12/1/2017  
 PERIOD TO: ARCHITECT'S PROJECT NO: CMW2332288 Sears Store #1283

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK      | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED<br>FROM PREVIOUS<br>APPLICATION<br>(D + E) |                                      | E<br>THE PERIOD<br>APPLICATION<br>(D + E) | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D + E + F) | H<br>%<br>(G / C) | I<br>BALANCE<br>TO FINISH<br>(C - G) | J<br>RETAINAGE<br>(IF APPLICABLE) |
|------------------|-------------------------------|-------------------------|--|--------------------------------------|---|---|---|-------------------|--------------------------------------|-----------------------------------|
|                  |                               |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E)                        | THE PERIOD<br>APPLICATION<br>(D + E) |   |   |   |                   |                                      |                                   |
| 1                | Warranty                      | \$ 1,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 2                | Submittals                    | \$ 3,375.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 3                | Mobilization                  | \$ 5,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 4                | Permit                        | \$ 10,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 5                | Hoisting                      | \$ 10,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 6                | Loading                       | \$ 6,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 7                | Freight/Shipping              | \$ 3,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 8                | Project Management            | \$ 5,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 9                | HVAC                          | \$ 47,125.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 10               | V2T                           | \$ 35,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 11               | Membrane                      | \$ 49,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 12               | Coverboard                    | \$ 47,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 13               | Fanfold                       | \$ 7,500.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 14               | Insulation                    | \$ 7,500.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 15               | Fasteners/Plates              | \$ 10,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 16               | Adhesive                      | \$ 7,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 17               | Pitch Pockets                 | \$ 7,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 18               | Flashing Membrane             | \$ 18,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 19               | Walkways                      | \$ 4,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 20               | Misc Material                 | \$ 20,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 21               | Roofing Labor Preparation     | \$ 17,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 22               | Roofing Labor Membrane        | \$ 60,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 23               | Roofing Labor Flashing        | \$ 40,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
| 24               | SM Material                   | \$ 2,500.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 25               | Sheet Metal Fabrication Labor | \$ 5,000.00             |  |                                      |   |   |   |                   |                                      |                                   |
| 26               | Sheet Metal Install Labor     | \$ 12,000.00            |  |                                      |   |   |   |                   |                                      |                                   |
|                  | <b>GRAND TOTALS</b>           | \$439,000.00            |  |                                      |   |   |   |                   |                                      |                                   |

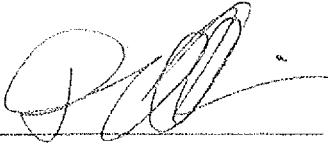
Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401- Certification of Document's Authenticity

Sears Holdings Management Corporation

Exhibit C  
Major Maintenance  
Contractor's List of Subcontractors

Store#: 1283 District: 257  
City, State: Braintree, MA

|                                 |   |                              |  |  |  |
|---------------------------------|---|------------------------------|--|--|--|
| Subcontractor: Apex Corp.       | Work: Remove & replace existing AC support legs |                              |  |  |  |
| Supervisor:                     | Address: 56 Charles Street                      |                              |  |  |  |
| City: N. Abington               | State: MA                                       | City:                        |  |  |  |
| Phone: 781-871-6227             | Fax: 781-871-5280                               | Phone:                       |  |  |  |
| Value of Work: \$50,500         |   | % of Contract: 10%           |  |  |  |
| 51% or More Minority Owned: Y N |   | 51% or More Woman Owned: Y N |  |  |  |
| Subcontractor:                  | Work:   |                              |  |  |  |
| Supervisor:                     | Address:  |                              |  |  |  |
| City:                           | State:  | City:                        |  |  |  |
| Phone:                          | Fax:  | Phone:                       |  |  |  |
| Value of Work:                  |   | % of Contract:               |  |  |  |
| 51% or More Minority Owned: Y N |   | 51% or More Woman Owned: Y N |  |  |  |
| Subcontractor:                  | Work:   |                              |  |  |  |
| Supervisor:                     | Address:  |                              |  |  |  |
| City:                           | State:  | City:                        |  |  |  |
| Phone:                          | Fax:  | Phone:                       |  |  |  |
| Value of Work:                  |   | % of Contract:               |  |  |  |
| 51% or More Minority Owned: Y N |   | 51% or More Woman Owned: Y N |  |  |  |
| Subcontractor:                  | Work:   |                              |  |  |  |
| Supervisor:                     | Address:  |                              |  |  |  |
| City:                           | State:  | City:                        |  |  |  |
| Phone:                          | Fax:  | Phone:                       |  |  |  |
| Value of Work:                  |   | % of Contract:               |  |  |  |
| 51% or More Minority Owned: Y N |   | 51% or More Woman Owned: Y N |  |  |  |

Signed:  Print Name: David S. Klein, President

Contractor: Greenwood Industries, Inc. Date: 11/30/17